

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

AUTO LAB FRANCHISING LLC, a
Michigan limited liability company,

Plaintiff,

Case No. 12-cv-10840

v

HON. AVERN COHN

MICHAEL BOZIED, individually, and M&E
II LLC, a Michigan limited liability company,

Defendants.

ORDER OF JUDGMENT AND INJUNCTION BY DEFAULT

This is a trademark case. Before the Court is Plaintiff's Motion for Entry of an Order of Judgment and Injunction by Default (Doc. 14). The matter was heard on May 16, 2012. Defendants have failed to appear or otherwise answer the Plaintiff's Complaint. Accordingly,

IT IS ORDERED AS FOLLOWS:

1. Judgment hereby enters in the Plaintiff's favor and against Michael Bozied ("Bozied"), and M&E II, LLC ("M&E") (collectively, "Defendants") on all Counts of the Plaintiff's Complaint and the Plaintiff is granted all of the Relief Prayed for therein.
2. The Plaintiff's prayer for a Permanent Injunction is granted.
3. Defendants, together with their agents, employees, servants, attorneys and those persons acting in active concert or participation with them, are permanently enjoined from and directed to do the following:

a. Immediately cease and desist doing business under Auto Lab's Marks and any similar marks or colorable imitations thereof at the franchise location, 1338 S. Wayne Road, Westland, Michigan 48186 ("Franchise Store");

b. Immediately cease and desist doing business that is similar to or competitive with Auto Lab's Business System, including without limitation automotive maintenance service, automotive repair service, and automotive product sales businesses within 30 miles of 1338 S. Wayne Road, Westland, Michigan, 48186, or within 30 miles of any other Auto Lab store;

c. Immediately return to Auto Lab all copies of all manuals that have been loaned to them by Auto Lab, including the Operations Manual, and any other printed material, advertising or marketing materials containing reference to the Marks, stationery and material marked as property of Auto Lab or as confidential;

d. Immediately return to Auto Lab all proprietary software, customer lists provided by Auto Lab or developed by the Defendants, and any confidential information that was provided, loaned or licensed to Defendants by Auto Lab and any improvements to such confidential information that was developed by Defendants;

e. Immediately take any and all action that may be required to cancel all assumed names or equivalent registrations relating to the Defendants' use of any Auto Lab trade name or trademark including similar or colorable imitations thereof;

f. Immediately notify the telephone company and all directory listing agencies of the termination of the Defendants' rights to use the telephone numbers, classifieds listing, and other directory listings associated with Auto Lab's name and Marks and to authorize the telephone company and directory listing agencies to transfer to Auto Lab all such telephone

numbers and directory listings. Auto Lab is hereby authorized by Defendants as their attorney in fact to transfer and assign the telephone numbers associated with the Franchise Store to Auto Lab;

g. Immediately de-identify the Franchise Store, including without limitation, cause all interior and exterior signs, and trade dress (including without limitation paint and decoration schemes) identifying the Franchise Store as an Auto Lab business to be removed and remove Auto Lab signs or logos appearing on any vehicles and all indicia that the Franchise Store is or was associated with Auto Lab.

h. Immediately cease and desist indicating, directly or indirectly, that the Defendants are or ever were affiliated with Auto Lab in any capacity. The Defendants shall not identify himself or themselves, individually, collectively, or in concert with any other person, entity, or business, as an Auto Lab business or as a franchisee of, or otherwise associated with, Auto Lab, or use, in any manner or for any purpose, any of the system of operation, concepts or methods of promotion, or names and marks, or any indicia of an Auto Lab business;

i. For a period of two years following the entry of this Order, M&E and Bozied shall not be, either directly or indirectly, associated as an employee, proprietor, partner, member, stockholder, officer, director, agent or otherwise, in the operation of any similar or competitive business to Auto Lab within a 30-mile radius of 1338 S. Wayne Road, Westland, Michigan 48186, or within a 30-mile radius of any other Auto Lab store in existence as of the first date that the Defendants are in compliance with this Order. If the Defendants fail to immediately comply with this Order, or if the Defendants violate the terms of this Order, the two-year term of the non-competition provision shall restart as of the date that Defendants are again in compliance with this Order; and,

j. The Defendants shall undertake such other reasonable and necessary steps needed to comply with this Court's Order.

4. The Defendants shall remit full payment to the Plaintiff in the amount of \$34,428.81, by certified check to the Plaintiff within five (5) days of entry of this Order. Damages are broken down as follows:

- a. Past-Due Royalties: \$27,948.49
- b. Costs and Attorney Fees: \$6,480.32

5. Within ten (10) days of the date of this Order, Defendants are directed to file with the Court and serve on Plaintiff's counsel a report, in writing and under oath, setting forth in detail the manner and form in which Defendants have complied with the terms of this Order.

6. Service of this Order and any notice to the Defendants for any matter related to this Order will be deemed effective and complete upon the mailing of said notice by first-class mail, postage prepaid, and addressed to 1338 S. Wayne Road, Westland, Michigan, 48186.

7. In the event that the Plaintiff is required to seek judicial enforcement of this Order, the Defendants shall be jointly and severally liable for the costs and fees incurred in enforcing the Order, including without limitation Plaintiff's attorney's fees.

Dated: May 17, 2012

s/Avern Cohn
AVERN COHN
UNITED STATES DISTRICT JUDGE

I hereby certify that a copy of the foregoing document was mailed to the attorneys of record on this date, Thursday, May 17, 2012, by electronic and/or ordinary mail.

s/Julie Owens
Case Manager, (313) 234-5160